

ADDENDUM #1 (DTD 08/27/08) PLEASE REPLACE ENTIRELY EXHIBIT A



NOTICE OF SOLICITATION

SERIAL 08096-ITN

**FACILITY MANAGEMENT AND BOOKING SERVICES, MARICOPA
COUNTY EVENTS CENTER (AKA SUNDOME)**

INVITATION TO NEGOTIATE:

AUGUST 18, 2008

Dear Interested Party:

Maricopa County is accepting proposals from Respondents who are interested in providing the County with FACILITY MANAGEMENT AND BOOKING SERVICES, MARICOPA COUNTY EVENTS CENTER.

Maricopa County (County) intends to enter into a commercial management contract with a firm to manage the facilities and booking operations for the Maricopa County Events Center (Center), located in Sun City West, Arizona. See Exhibit A (attached) for details of Scope of Service.

Maricopa County (County) is the largest county in Arizona, the second largest government in the state, and is one of the fastest growing counties in the nation. Geographically, at 9,226 square miles, the County is the 14th largest county in the United States, larger than seven states. With over 2.9 million residents, it is the fifth most populous county in the nation and home to more people than seventeen states and the District of Columbia.

This Invitation to Negotiate (ITN) will define the general requirements and basic services being sought by the County, as well as the proposal procedures and the evaluation and award criteria, and other factors pertinent to this ITN. Any resultant contract will have a ten-year term with ten one-year renewals at the County's option (see attached Draft County contract).

We invite Respondents to submit a proposal to us by **2:00 P.M.**, Arizona Time, on **Friday**, September 26, 2008 for consideration. Proposals received after that time and date may not be considered, at the County's sole discretion.

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON SEPTEMBER 05, 2008, 9:00 AM AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID

Signature:

Date:

Proposal Components:

Respondents should submit a proposal (not to exceed 50 pages) with the following information. .

- General background information on the Respondent's firm, including a list of current clients or venues;
- Identification of personnel that would be involved in any resultant contract;
- A brief outline of how the Respondent would provide services described in its scope of work;
- Respondent's qualifications;
- Revenue – sharing plan, price to County, etc., (Attachment A);
- References;
- Confirmation that the Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency; and
- Any other information deemed relevant or important for the County to consider.

(Respondents must provide at least five (5) reference accounts to whom they have recently provided this service. Included must be the name of the government or company. Preference in awarding a contract may be given to the Respondent furnishing government accounts similar in size to Maricopa County.)

Proposals should show all information necessary in order for the County to determine each Respondent's qualifications and ability to provide the services being sought.

Respondents shall provide their proposals in accordance as follows:

- One (1) original hardcopy of all proposal documents.
- One (1) CD providing all proposal documents in Word, Excel (Attachment A) and then the entire proposal document in PDF format.
- Five (5) CD's providing the entire proposal in PDF format only.

Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

SERIAL 08096-ITN, Facility Management and Booking Services Maricopa County Events Center

Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the ITN closing date.

Exceptions to the Solicitation:

The Respondent shall identify and list all exceptions taken to all sections of 08096-ITN and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 08096-ITN." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 08096-ITN," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

Format and Content:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below: (Responses are limited to 50 pages, single sided, 10 point font type).

1. Table of Contents
2. Letter of Transmittal
3. Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.
4. Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing Respondent's best offer.
5. Qualifications – This section shall describe the Respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.
6. Proposal exceptions
7. Attachment A (Pricing)

All administrative information concerning this ITN can be located at <http://www.maricopa.gov/materials>. Any addenda to this ITN will be posted on the Maricopa County Materials Management web site under the solicitation serial number.

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this ITN must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

NOTE: Maricopa County publishes its solicitations online and they are available for viewing and/or downloading at the following internet address: <http://www.maricopa.gov/materials/advbd/advbd.asp>.

Evaluation of Proposals – Selection Factors:

A Proposal Evaluation Committee shall be appointed, chaired by the Materials Management Department, to evaluate and score the Proposals based on the criteria listed below. All proposals will be evaluated for compatibility with the County's goals and objectives. The pricing proposals shall be reviewed in conjunction with the experience of the Respondent in working with similar programs. Additional information may be requested from any or all of the Respondents during the evaluation process. The county reserves the right to reject any or all proposals. Selection of any Respondent is solely at the discretion of the county. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. The County will conduct negotiations with the highest rated Firms. The following criteria are listed in descending order of importance.

- Firms Qualifications
- Revenue (attachment A)

Your response to this ITN indicates your agreement to these conditions.

Submission Guidelines:

Proposals must consist of one original hard copy plus one electronic copy (CD) of your proposal in Word, Excel (attachment A) and PDF and five CD's of the entire proposal in PDF format only. Proposals are due no later than 2:00 PM, Arizona Time on September 26, 2008.

Maricopa County Materials Management
320 West Lincoln Street
Phoenix, Arizona 85382
ATTN: Steven Dahle, Strategic Contract Manager

Any questions or explanations concerning this letter must be submitted via e-mail to Steve Dahle at sdahle@mail.maricopa.gov. Only those questions received in writing will receive a response.

Respondents to this ITN and their agents may only contact the Issuing Officer, Steve Dahle, Strategic Contract Manager, Materials Management Department during this process. If Respondents contact any other employee of the County, including Proposals Evaluation Committee members regarding this ITN before the final contract has been awarded by the Maricopa County Board of Supervisors, the Respondent's proposal may be disqualified from further consideration at the County's sole discretion.

Sincerely

Steven Dahle
Strategic Contract Manager

Attachments

Attachment A (Pricing)

Exhibits

Exhibit A, Scope of Services

Exhibit B, Draft Contract Pursuant to ITN

cc. Wes Baysinger, Director, Materials Management

ATTACHMENT "A"
PRICING SHEET

SERIAL 08096-ITN

VENDOR'S NAME: _____
VENDOR NUMBER: _____
VENDOR'S ADDRESS: _____
P.O. ADDRESS: _____
VENDOR'S PHONE #: _____
VENDOR'S FAX #: _____
VENDOR'S WEB SITE: _____
VENDOR'S CONTACT (REP): _____
E-MAIL ADDRESS (REP): _____

OTHER GOVERNMENT AGENCIES MAY USE THIS CONTRACT: ____YES ____ NO

1.0 REVENUE

1.1 BASE REVENUE (TO BE PAID ANNUALLY IN ADVANCE) REVENUE

YEAR 1	\$ _____
YEAR 2	\$ _____
YEAR 3	\$ _____
YEAR 4	\$ _____
YEAR 5	\$ _____
YEAR 6	\$ _____
YEAR 7	\$ _____
YEAR 8	\$ _____
YEAR 9	\$ _____
YEAR 10	\$ _____

1.2 GROSS PERCENTAGE OF REVENUE (TO BE PAID ANNUALLY)

YEAR 1	_____ %
YEAR 2	_____ %
YEAR 3	_____ %
YEAR 4	_____ %
YEAR 5	_____ %
YEAR 6	_____ %
YEAR 7	_____ %
YEAR 8	_____ %
YEAR 9	_____ %
YEAR 10	_____ %

EXHIBIT A

SCOPE OF SERVICES

FACILITY AND BOOKING MANAGEMENT SERVICES FOR THE MARICOPA COUNTY EVENTS CENTER (FORMERLY KNOWN AS THE SUNDOME PERFORMING ARTS CENTER)

1.0 INTENT

- 1.1 Maricopa County (County) intends to enter into a commercial management contract with a firm to manage the facilities and booking operations for the Maricopa County Events Center (Center), located in Sun City West, Arizona.
- 1.2 The County is located in the central portion of Arizona and is one of the fastest growing counties in the Nation with an estimated population of over 3 million people. The County's annual population growth is projected at 2.8% according to Census 2000 information. The County has experienced 44.8% growth in the last decade; in fact, more than half of the State of Arizona's population resides in Maricopa County. The tremendous growth in population has made the County the fourth most populous county in the United States. It is also larger than seven (7) other states.
- 1.3 Maricopa County government is a political subdivision of the State of Arizona's government and gains its authority through both, the State Constitution and its Legislature. The County's legislative body is a five-member panel of elected officials called the Board of Supervisors. There are also seven (7) other elected officials. The County is not a chartered government. The mission of Maricopa County is to provide regional leadership, fiscal responsibility and necessary public services to its residents so they may enjoy living in healthy and safe communities. Strategic priorities include: fiscally responsible regional leadership in critical public policy areas; stable property taxes; an integrated criminal justice system; and responsible land management. Summary and detailed information about Maricopa County may also be viewed via the County's web site at:

http://www.maricopa.gov/county_glance/default.asp

1.4 CENTER DESCRIPTION

Address:	19403 R.H. Johnson Blvd Sun City West, AZ 85375
Designer / Builder:	Del E. Webb Corporation
Construction Began:	November 8, 1978
Seating Capacity:	7,030
Handicapped Seating:	Seating for 254 wheelchairs, including companion
Types of Seating:	Continental Design (40 inches between rows)
Interior Dimension:	320 feet wide by 225 feet deep
Interior Area:	108,000 square feet
Height (floor to ceiling):	40 to 52 feet
Dance Floor:	5,700 square feet (space for 500 couples). Also used for seating, orchestra, or additional performance area.
Wall Design:	Side and rear walls are "soft" and absorb sound. Walls at right and left of proscenium are "hard" and reflect sound.

Sound System:	AW, CROWN, YAMAHA sound system. Sound system emanates from speaker clusters above the stage and above the center cross aisle. Suspended reflective sound clouds, acoustically treated walls, and a floating panel ceiling help create the front row center audio experience.
Audio Enhancement:	The Center is equipped with state of the art multi channel infrared hearing system. Patrons with infrared headsets receive all audio signals from six sending units located on either side of the stage. These headsets are available free of charge at the Information Desk for use during performances.
Video Enhancement:	The video system was installed in 1995 to enhance performances. Two 15' x 20' retractable Video Matte screens are on either side of the stage. This system is especially helpful to those patrons seated to the rear of the auditorium. The system is not equipped to record events.
Additional Features:	A computerized lighting system, three follow-spot positions, and a moveable, oak veneered orchestra shell.
Parking:	Parking with spaces for 900+ vehicles, plus shared parking for a total of approximately 2,000 vehicles. There is handicapped parking available for over 100 vehicles with approved insignia or plates.
Events:	Exhibit 3 provides a listing of events conducted at the Maricopa County Events Center during 2006, 2007, and 2008 to date.
Electrical & Water Usage:	August 2007 thru July 2008 Total: \$153,257 Low Month: \$ 7,227 High Month: \$ 27,805 Monthly Average: \$12,771

2.0 **CONTRACTOR SERVICES**

Overall, the Contractor's primary responsibility will be to maximize the use of the Center by booking, coordinating and conducting Events in accordance with the provisions of this contract. The Contractor shall provide, at no cost, all duties, responsibilities, and services to the County unless otherwise specifically excluded in writing.

2.1 FACILITY MANAGEMENT SERVICES

2.1.1 The Contractor shall operate, maintain, repair, and clean the Center as necessary, to preserve and keep the Center in good repair, order, and condition. The Contractor shall discharge such duties in a manner customary for a professional entity experienced in operating, maintaining, repairing, and cleaning comparable facilities.

2.1.1.1 The Contractor will be responsible for cleaning the Center, both interior and exterior, and will provide the County with a cleaning schedule as part of its proposal.

2.1.1.2 The Contractor will be responsible for all landscaping, parking lot cleaning, repair and maintenance.

2.1.2 The Contractor will be responsible for all waste disposals.

2.1.3 The Contractor will be responsible for all facilities-related maintenance, repairs and replacement, including but not limited to, all mechanical, plumbing and electrical systems.

2.1.3.1 The Contractor will be responsible for all utilities, including electricity, water and sewer.

2.1.4 The Contractor will provide for the safety and security of the Center, including, determining security staffing levels and patterns, inspecting and approving security measures and personnel in the interest of safety and/or security.

2.1.4.1 The Contractor will offer the Maricopa County Sheriff's Office the first right of refusal to provide off-duty, certified law enforcement officers at all events requiring such.

2.1.4.2 The Contractor will develop and maintain a current written Security Plan and Operations Manual, and provide copies to the County.

2.1.5 The Contractor will provide ticketing services for all events.

2.1.6 The Contractor will provide all necessary advertising of events.

2.1.7 The Contractor will provide appropriate levels of staffing for all events.

2.1.8 The Contractor will be responsible for management of all Center parking areas.

2.1.9 The Contractor will be responsible for arranging for and providing concessionaire services.

2.1.9.1 Contractor will obtain a liquor license for sale of liquor and/or spirits at the Center within a reasonable period of time.

2.2 CAPITAL EXPENDITURES / IMPROVEMENTS

2.2.1 All capital expenditures shall be pre-approved by the County.

2.2.2 All capital improvements shall become the property of the County.

2.2.3 All Center facilities, tools, furnishings and equipment shall be returned to the County in at least the same condition as when provided the Contractor, fair wear and tear excepted.

2.3 BOOKING MANAGEMENT AND RESPONSIBILITIES

2.3.1 The Contractor's primary responsibility will be to maximize the use of the Center by booking, coordinating and conducting events.

2.3.1.1 The Contractor will book a minimum of thirty (30) Event Days per County fiscal year (July thru June).

2.3.1.1.1 An Event Day is defined as any day an Event is conducted with a minimum attendance of 2,000 attendees or minimum revenue of \$50,000.

2.3.1.1.2 The County will receive a minimum of six (6) complimentary Event Days per year. These complimentary Event Days shall not be considered included in, or part of, the Contractor's minimum thirty (30) Event Days.

- 2.3.1.1.3 Parking Lot Events may be counted towards the Contractor's minimum Event Days.
- 2.3.1.2 The Contractor will be responsible for negotiating and entering into Event Agreements with the Act(s).
 - 2.3.1.2.1 The Event Agreement will be a standard event agreement acceptable to the County and shall be structured to ensure that any liability to the County is limited as specified in Section 3.3, entitled INDEMNIFICATION AND INSURANCE.
 - 2.3.1.2.2 The Contractor will be responsible for monitoring the Event performance against any performance standards contained in the Event Agreement.
 - 2.3.1.2.3 The Contractor will coordinate all Act logistics, including transportation, parking, insurance, catering, credentials, and all scheduling for each Event.
 - 2.3.1.2.4 Contractor will review and approve all Act requirements, including sound, lighting and all miscellaneous equipment requirements.
- 2.3.1.3 The Contractor shall develop and implement an advertising, marketing, and public relations campaign acceptable to the County, promoting the Center as a premier venue.
- 2.3.1.4 The Contractor will provide sponsorship development services for events on a local, regional, and/or national basis as appropriate, and coordinate and manage the requirements of such sponsorship agreements.
 - 2.3.1.4.1 The Contractor's sponsorships must not conflict with the County's sponsorships.
- 2.3.1.5 The Contractor will negotiate all merchandise agreements for hard goods concession sales for events.
- 2.3.1.6 As a requirement of this Contract, the Contractor will maintain and update event policies and procedures compatible with Contractor responsibilities, rules and regulations and shall be included into an Event policy manual.
- 2.3.1.7 The Contractor will maintain technical information manual for all events.

2.4 PAYMENTS AND REVENUE

- 2.4.1 As consideration for this Contract, the Contractor shall pay the County the following Facility Fee amounts on the dates stated:

- 2.4.1.1 Guaranteed Payments Due to the County.

(Dates are used for illustrative purposes only)(See Section 2.4.2 Below)

<u>Date</u>	<u>Guaranteed Payment Amount</u>
July 1, 2009	_____
July 1, 2010	_____
July 1, 2011	_____
July 1, 2012	_____
July 1, 2013	_____

July 1, 2014	_____
July 1, 2015	_____
July 1, 2016	_____
July 1, 2017	_____
July 1, 2018	_____

2.4.2 Revenue Sharing Payment Due to the County.

The Contractor will also pay to the County, (to be proposed) % of gross revenues for the period of July 1 through June 30 of each year. Revenue Sharing payments shall be due to the County thirty (30) days following the corresponding July 1 through June 30 periods. Base revenue for each year is as follows:

<u>Dates</u>	Base Revenue Amount (Respondent to propose, see Attachment "A")
July 1, 2008 – June 30, 2009	\$ _____
July 1, 2009 – June 30, 2010	\$ _____
July 1, 2010 – June 30, 2011	\$ _____
July 1, 2011 – June 30, 2012	\$ _____
July 1, 2012 – June 30, 2013	\$ _____
July 1, 2013 – June 30, 2014	\$ _____
July 1, 2014 – June 30, 2015	\$ _____
July 1, 2015 – June 30, 2016	\$ _____
July 1, 2016 – June 30, 2017	\$ _____
July 1, 2017 – June 30, 2018	\$ _____

2.4.3 The Contractor shall forward all revenue payments to the following address:

Maricopa County
301 West Jefferson Street
Phoenix, AZ 85004

2.4.4 Along with the revenue payment, the Contractor will be required to provide a worksheet showing the gross revenues and Event dates.

2.4.5 Any payment received more than ten (10) days late will be charged a late fee of ten percent (10%) per annum.

2.4.6 Gross Revenue is defined as all revenue generated through rental of the Facility and received by the Contractor including, but not limited to, the following: No expenses shall be deducted to arrive at this number.

2.4.7 Revenue Sharing: The County's share of Revenue is calculated as a percentage of gross revenues that has a built-in annual escalator, for the period of July 1 through June 30 of each year.

2.4.8 Revenue includes but is not limited to the following:

2.4.8.1 Facility Fee.

2.4.8.2 Event/Ticketing Revenue.

2.4.8.3 Concession Revenue.

2.4.8.4 Parking Revenue.

2.4.8.5 Advertising Revenue.

2.4.8.6 Pouring Rights.

2.4.8.7 Food Product Branding.

2.4.8.8 Rebates.

2.5 USAGE REPORT

The Contractor shall furnish the County a quarterly report delineating the number of Events and the attendance of the Events, Cleaning, Maintenance, and Safety/Inspections. In addition, on an annual basis, the Contractor will prepare a comprehensive Annual Report delineating all activities covered under this contract. The County shall approve the format of these reports.

Exhibit 3

2006:

Event

Date

Ms. Sr. Arizona

Sat, Mar 4, 2006

U.S. Army Field Band

Tue, Mar 7, 2006

Johnny Mathis

Sat, Mar 25, 2006

Bob Dylan with Merle Haggard & The Stranglers

Sat, Apr 8, 2006

Tim Conway and Harvey Korman plus special guest Louise DuArt

Sat, Apr 22, 2006

Graduations

Mon, May 22, 2006

Graduations

Tue, May 23, 2006

Graduations

Wed, May 24, 2006

Graduations

Thu, May 25, 2006

Graduations

Fri, May 26, 2006

US Air Force - Tops in Blue

Thu, Jun 8, 2006

Gipsy Kings

Mon, Jul 17, 2006

Paul Simon

Wed, Jul 26, 2006

James Gang plus special guests JD and the Straight Shot

Sat, Sep 2, 2006

James Brown

Sat, Sep 9, 2006

Broadway on the Boulevard presents **CATS**

Fri, Sep 22, 2006

Broadway on the Boulevard presents **CATS**

Sat, Sep 23, 2006

Broadway on the Boulevard presents **CATS**

Sun, Sep 24, 2006

Pepe Aguilar

Wed, Oct 4, 2006

Broadway on the Boulevard presents **Riverdance**

Thu, Nov 2, 2006

Broadway on the Boulevard presents **Riverdance**

Fri, Nov 3, 2006

Broadway on the Boulevard presents **Riverdance**

Sat, Nov 4, 2006

Broadway on the Boulevard presents **Riverdance**

Sun, Nov 5, 2006

Anne Murray - A Holiday Concert with Orchestra

Sat, Nov 25, 2006

Scooby-Doo in Stagefright - Live on Stage!

Sat, Dec 9, 2006

Scooby-Doo in Stagefright - Live on Stage!

Sun, Dec 10, 2006

2007:

Event	Date
Valley of the Sun Cheerleading Championship Competition	Sat, Jan 13, 2007
Broadway on the Boulevard presents Love Letters starring Barbara Eden & Hal Linden	Fri, Feb 9, 2007
Broadway on the Boulevard presents Love Letters starring Barbara Eden & Hal Linden	Sat, Feb 10, 2007
Broadway on the Boulevard presents Love Letters starring Barbara Eden & Hal Linden	Sun, Feb 11, 2007
Trout Fishing in America	Sat, Feb 17, 2007
Debbie Reynolds & Carol Channing	Sun, Feb 25, 2007
Ms. Senior Arizona	Sat, Mar 3, 2007
Steve Lawrence & Eydie Gorme	Sat, Mar 10, 2007
Patti Page, The Ink Spots, The Lennon Sisters, The Tex Beneke Orchestra and Gary Mule Deer	Sun, Mar 18, 2007
Broadway on the Boulevard presents STOMP	Fri, Mar 30, 2007
Broadway on the Boulevard presents STOMP	Sat, Mar 31, 2007
Broadway on the Boulevard presents STOMP	Sun, Apr 1, 2007
BMJ Estate Specialists	Thu, Apr 12, 2007
The Phoenix Symphony performs Ellis Island: Dream of America	Sun, May 27, 2007
Morrissey	Sat, Jun 2, 2007
A Time To Dance Studio proudly presents Dance Party Celebration	Sat, Jun 23, 2007
BMJ Estate Specialists	Thu, Aug 16, 2007
Deep Purple with special guest Edgar Winter	Fri, Aug 17, 2007
Rick Springfield and The Working Class Tour 2007	Sun, Sep 30, 2007
An Evening with Chicago	Sat, Oct 13, 2007
Broadway on the Boulevard presents Movin' Out	Fri, Oct 19, 2007
Broadway on the Boulevard presents Movin' Out	Sat, Oct 20, 2007
Guy & Ralna of the Lawrence Welk Show	Sun, Oct 21, 2007
An Evening with Diana Ross	Tue, Nov 6, 2007
The Phoenix Symphony presents Bernstein on Broadway	Thu, Nov 8, 2007
Showcase of Stars Variety Show	Thu, Nov 15, 2007
Showcase of Stars Variety Show	Fri, Nov 16, 2007
Showcase of Stars Variety Show	Sat, Nov 17, 2007

The Lord of the Dance	Sun, Nov 18, 2007
An Evening with John Fogerty	Sat, Nov 24, 2007
Joe Arpaio Roast	Sat, Dec 1, 2007
Broadway on the Boulevard Presents Evita	Fri, Dec 14, 2007
Broadway on the Boulevard Presents Evita	Sat, Dec 15, 2007
John Davidson & Friends Holiday Show	Sun, Dec 16, 2007
B.B. King with special guest Steve Ansel and the Jackson Street Band	Sat, Dec 29, 2007

2008:

<u>Event</u>	<u>Date</u>
BMJ Estate Specialists	Wed, Jan 23, 2008
BMJ Estate Specialists	Thu, Jan 24, 2008
BMJ Estate Specialists	Fri, Jan 25, 2008
BMJ Estate Specialists	Sat, Jan 26, 2008
Cavalcade of Stars	Sat, Jan 26, 2008
Maricopa County Household Hazardous Waste Drop-Off	Sat, Feb 9, 2008
Tribute to Glenn Miller & The Fabulous Dorsey Brothers	Sun, Feb 17, 2008
2008 Home & Business Expo	Sat, Mar 15, 2008
Giant Home Foreclosure Auction	Sat, Mar 15, 2008
2008 Home & Business Expo	Sun, Mar 16, 2008
Broadway on the Boulevard presents Chicago: The Musical	Fri, Mar 21, 2008
Broadway on the Boulevard presents Chicago: The Musical	Sat, Mar 22, 2008
Broadway on the Boulevard presents Chicago: The Musical	Sat, Mar 22, 2008
Engelbert Humperdinck	Fri, Mar 28, 2008
Stars of Motion Pictures & Television in Concert!	Sun, Mar 30, 2008
KKNT Townhall Forum	Tue, Apr 8, 2008
BMJ Estate Specialists	Wed, Apr 9, 2008
BMJ Estate Specialists	Thu, Apr 10, 2008
BMJ Estate Specialists	Fri, Apr 11, 2008
BMJ Estate Specialists	Sat, Apr 12, 2008
Ms. Senior Arizona	Sat, May 3, 2008
Broadway on the Boulevard Presents Rent	Sat, May 10, 2008
Broadway on the Boulevard Presents Rent	Sat, May 10, 2008
Broadway on the Boulevard Presents Rent	Sun, May 11, 2008
A Memorial Day Tribute with the Phoenix Symphony	Sun, May 25, 2008
BMJ Estate Specialists	Wed, Aug 13, 2008

BMJ Estate Specialists

Thu, Aug 14, 2008

BMJ Estate Specialists

Fri, Aug 15, 2008

BMJ Estate Specialists

Sat, Aug 16, 2008

EXHIBIT B



(DRAFT CONTRACT)
CONTRACT PURSUANT TO RFP

SERIAL 08060-ITN

This Contract is entered into this ____ day of _____, 20__ by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and _____, an Arizona **corporation** ("Contractor") for the purchase of Facility Management and Booking Services, Maricopa County Events Center.

1.0 TERM

- 1.1 This Contract is for a term of FIVE (5) years, beginning on the ____ day of _____, 20__ and ending the ____ day of _____, 20__.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of FIVE (5) years, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.
- 2.3 **INVOICES AND PAYMENTS:**
- 2.3.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**
- 2.3.1.1 Company name, address and contact
 - 2.3.1.2 County bill-to name and contact information
 - 2.3.1.3 Contract Serial Number
 - 2.3.1.4 Invoice number and date
 - 2.3.1.5 Payment terms
 - 2.3.1.6 Date of services
 - 2.3.1.7 Quantity (number of days or weeks)
 - 2.3.1.8 Contract Item number(s)
 - 2.3.1.9 Description of Revenue
 - 2.3.1.10 Revenue

2.3.1.11 Total Amount Payable

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.3.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.3.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 DUTIES

3.1 The Contractor shall perform all duties stated in Exhibit "B." (Scope of Work)

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

4.2.3 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$5,000,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the

Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.2.4 Certificates of Insurance.

4.2.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.2.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.3 REQUIREMENT OF CONTRACT BOND(S):

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bond(s), which shall become binding upon the award of the Contract to the Contractor.

4.3.1 A Performance Bond equal to the full Contract amount conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

4.3.2 A Payment Bond equal to the full contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

4.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

4.5 REQUIREMENTS CONTRACT:

4.5.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract.

4.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.7 TERMINATION FOR DEFAULT:

4.7.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

4.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

4.7.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

4.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to

A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.12 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

4.13 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.14 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.15 ALTERNATIVE DISPUTE RESOLUTION:

4.15.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and

those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.15.1.1 Render a decision;

4.15.1.2 Notify the parties that the exhibits are available for retrieval; and

4.15.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.15.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.15.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.16 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.17 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.18 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.19 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE